

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ISLAND TUG AND BARGE CO., a
Washington corporation,

Plaintiff,

v.

CASA, L.L.C., an Alaska limited liability
company,

and

Charles D. Bates, an Alaska resident,

Defendants.

IN ADMIRALTY

NO.

COMPLAINT FOR
MONEY DAMAGES

Plaintiff Island Tug and Barge Co. states and alleges as follows:

I.

JURISDICTION

1. This action arises out of a Standard Space Charter and contemporaneously executed Credit Agreement ("Agreement") which collectively is a maritime contract over which the Court has jurisdiction pursuant to 28 U.S.C. §1333.

2. This action also arises between citizens of different states and the amount in controversy is over \$75,000. The Court thus has jurisdiction to hear this matter pursuant to 28 U.S.C. § 1332(a)(1).

3. Plaintiff elects to proceed with this matter under the Court's admiralty jurisdiction pursuant to Federal Rule of Civil Procedure 9(h).

COMPLAINT FOR MONEY DAMAGES - 1 -
No.:

ATTORNEYS AT LAW
BAUER MOYNIHAN & JOHNSON LLP
2101 FOURTH AVENUE - SUITE 2400
SEATTLE, WASHINGTON 98121-2320
(206) 443-3400

II.

VENUE

4. The Agreement provides for venue in this Court.

III.

FACTS

5. Plaintiff Island Tug and Barge Co. ("Island") is a Washington corporation with its principal place of business in Seattle, Washington.

6. Defendant Casa, L.L.C. ("Casa") is an Alaska limited liability company with its principal place of business in Anchorage, Alaska.

7. Defendant Charles D. Bates ("Bates") is, upon information and belief, a citizen of Alaska and resident of Anchorage, Alaska.

8. On May 12, 2010, Island and Casa entered into a Standard Space Charter wherein Island agreed to provide tug and barge services to Casa to transport materials between Anchorage and Nikiski. A true and accurate copy of the Agreement is attached hereto as Exhibit A.

9. As part of that charter agreement, Bates also signed a Credit Application with Island in which he agreed to be personally liable for all outstanding sums owed under the charter agreement, and agreed to be held jointly and severally liable with Casa for any such outstanding sums. A true and accurate copy of the Credit Application is attached hereto as Exhibit B.

10. Exhibits A and B together represent the complete Agreement among Island, Casa, and Bates.

11. Island duly performed its obligations under the Agreement and Island has invoiced defendants for all amounts and interest owed under the Agreement. A copy of the invoices and spreadsheet outlining these invoices is attached hereto as Exhibit C.

12. In acknowledgement of their obligation under the Agreement, defendants made a payment of \$175,000.00 in partial satisfaction of these invoices.

1 WHEREFORE, Island Tug and Barge Co. prays that the Court award damages and
2 relief against defendants as follows:

- 3 1. Judgment against defendants in the amount of \$287,670.57 plus any additional
4 interest incurred after the date of this Complaint.
- 5 2. Attorneys' fees and costs pursuant to the Agreement;
- 6 3. Prejudgment Interest at the rate set in the Agreement (1% per month); and
- 7 4. For such other and further relief as the Court deems just and proper.
- 8

9 DATED this Thursday, May 19, 2011.

10 BAUER MOYNIHAN & JOHNSON LLP

11 

12 Thomas G. Waller, WSBA No. 22963

13 Mark A. Krisher, WSBA No. 39314

14 Attorneys for Plaintiff

15 Bauer Moynihan & Johnson LLP

16 2101 Fourth Avenue, Suite 2400

17 Seattle, WA 98121

18 T: (206) 443-3400/F: (206) 448-9076

19 E-mail: tgwaller@bmjlaw.com

20 E-mail: makrisher@bmjlaw.com